

3-0099
20-12

PREAMBLE

This AGREEMENT entered into this 19th day of June 1972, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City" and Local 37, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

W I T N E S S E T H :

WHEREAS, the City and the Union recognize and declare that providing quality service to the public is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters, and

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Maintenance Force of the Recreation Division and those working in the Public Works Division who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals and to protect the rights of the public in the City of Plainfield.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for employees of the Maintenance Force of the Recreation Division and those of the Public Works Division with the exception of clerical employees and at salary grade 14 or above whether on active employment or leave of absence authorized by the City. This in no way means that heads of divisions and those employees in management positions are to be represented in these collective negotiations.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good-

faith effort to reach agreement on all matters concerning the terms and conditions of employment.

2-2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2-3. Continuing Review of this Agreement

Representatives of the City and the Union negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

2-4. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the City in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Union for the duration of this Agreement.

2-6. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2-7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - CHECK-OFF

The Employer agrees to deduct effective January 1970 the initiation fee and/or dues of \$8.00 per month from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office. The Employer shall be furnished by the Union, as a condition precedent to the deduction of amounts provided herein, with a sufficient and proper written authorization from each employee from whose salary such deductions are to be made authorizing the deduction of fees and dues as heretofore provided.

ARTICLE 4 - GRIEVANCE PROCEDURE

4-1. Procedures governing grievances by employees shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto.

ARTICLE 5 - EMPLOYEES RIGHTS AND RESPONSIBILITIES

Employees rights and responsibilities shall be in accordance with Section 11 of the Municipal Code of the City of Plainfield which is attached hereto and made part hereof.

ARTICLE 6 - CITIES RIGHTS AND RESPONSIBILITIES

6-1. Management Responsibilities

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in State law local ordinance or applicable rules and regulations; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

It is recognized that the need for continued and uninterrupted operation of the City's department and agencies is of paramount importance to the citizens of the community and that there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in strikes, slowdowns, lockouts or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lockout or organized mass absenteeism. The City agrees not to lock out or cause to be locked out any employee covered under the provision of this agreement.

ARTICLE 7 - SALARIES

The salary ranges of all employees are set forth in City Ordinance MC 1972-4 and MC 1972-5. Any amendments to these ordinance shall pertain to and shall in no way alter the intent of this Agreement.

ARTICLE 8 - INSURANCE PROTECTION

8-1. The City shall pay the entire cost of Major Medical Insurance and Basic Medical Insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent as determined by the City for all full time members and their families.

8-2. In addition to insurance coverage already in existence the City shall provide a disability income insurance plan to begin July 1, 1972, which shall provide income of 50% of the employee's present salary up to age sixty-five (65) following the utilization of all sick and vacation leave or workmen's compensation benefits that would be forthcoming or a 180 day waiting period whichever is longer.

ARTICLE 9 - MISCELLANEOUS

9-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City policy.

9-2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full effect.

9-3. The City and the Union agree that there shall be no discrimination and that all practices, procedures and policies of the City system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex.

9-4. Copies of this Agreement together with copies of the City Personnel Ordinance shall be available for review to members of the Union.

9-5. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances shall mean those ordinances in effect at the time of the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

9-6. Retroactive to January 1, 1972, any member working twenty (20) hours or more in the course of any one work week in a higher classification shall receive the rate of pay of the higher classification as provided in Section 11: 7-5 (c) of the Municipal Code of the City of Plainfield for all hours actually worked in that classification during the particular week, provided the individual is qualified to perform the duties of such classification and provided that the individual is authorized to perform the duties of the higher classification by his/her Department Director. This shall not apply to those employees who are considered Public Works Trainees. In cases where trainees are assigned to perform a particular higher function for one month or more they shall be paid at the higher classification for the entire month.

9-7. The City agrees that if any other employee group is granted salary increases in excess of 2% of the 1971 salary ranges that said increases shall also apply to Union membership.

9-8. The City agrees that the development of a performance and improvement evaluation system will be done in consultation with the Union. Upon the development of the system the City agrees to furnish the Union with the descriptive details of such a system.

9-9. The City agrees to request the New Jersey Department of Civil Service to conduct a Reclassification and Salary Survey so that information will be available for the 1973 salary negotiations.

ARTICLE 10 - BULLETIN BOARDS

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments. The City shall post job vacancies on the bulletin board as vacancies arise.

ARTICLE 11 - UNIFORMS

11-1. The City shall furnish two (2) pairs of safety shoes to each member each year.

11-2. The City shall supply gloves to members as needed up to a maximum of four (4) pairs per year.

11-3. The City shall supply rental uniforms to members each year.

ARTICLE 12 - HOURS OF WORK

12-1. Standard work hours shall be 7:00 a.m. to 3:30 p.m. provided that during the winter months there are no complaints or other operating problems as a result of the earlier work hours. Lunch shall be observed from 11:30 a.m. to twelve noon.

12-2. There shall be a fifteen (15) minute rest period during the morning hours worked and another fifteen (15) minute rest period during the afternoon hours.

12-3. When an employee is requested to work twelve (12) or more consecutive hours, he shall be granted a second lunch period of one-half (1/2) hour duration at no loss of pay, and he shall be granted an additional one-half (1/2) hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12) consecutive hours at no loss of pay.

ARTICLE 13 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1st, 1972, and shall continue in effect until December 31st, 1972, subject to the Union's and the City's right to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

LOCAL UNION NO. 37 AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA.

By: Albert Butler
President

Attest:

Barth F. Kishler
Secretary

CITY OF PLAINFIELD

By: James L. ...
Acting Mayor

Attest:

Joseph D. Benfante
City Clerk

RESOLVED, That this City Council hereby ratifies the execution of the attached agreement between the City of Plainfield and Local 37, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

June 19, 1972

Elfert C. Burfeind
City Clerk

This is to certify that the foregoing is a true copy.

Elfert C. Burfeind
City Clerk